

## CACFP FOOD SERVICE AGREEMENT

This Agreement is made and entered into by and between

\_\_\_\_\_ (Institution)

and \_\_\_\_\_ (Contractor)

The meals furnished shall meet or exceed all requirements of the Child and Adult Care Food Program Meal Patterns as specified in the federal regulations governing this program (7CFR Part 226.20). The contractor agrees to furnish meals as ordered by the Institution for the period of  
 \_\_\_/\_\_\_/\_\_\_ - \_\_\_/\_\_\_/\_\_\_ (One year maximum, yearly renewal required) based on the following:

	<b>Estimated Servings Per Day</b>	<b>Estimated Number Of Serving Days</b>	<b>Unit Price</b>	<b>Total Price</b>
Breakfast				
Lunch				
Supper				
Snack				

The meals served under this contract shall conform to the cycle menus upon which the bid was based and to menu changes as agreed upon by the institution and the Contractor. The unit prices submitted are based on the attached cycle menu which becomes a part of this Agreement. Any changes of cycle menus to be used, must be agreed upon by the institution and the contractor. The contractor agrees to deliver meals on a daily basis to the following location(s) during the time frames indicated:

<b>Facility</b>	<b>Address</b>	<b># of Meals</b>	<b>Meal Delivery Time</b>

Any changes in approved sites will be made by the Institution not less than \_\_\_\_\_ days prior to the day of delivery of the meals. The Institution will have the right to increase or decrease the number of meals on a \_\_\_\_\_ hour notice.

The Contractor agrees to package and deliver meals in containers that meet local health standards. The Contractor shall have local health certification for the plant in which it proposes to prepare meals for use in the Program, and shall ensure that health and sanitation requirements are met at all times.

The contractor agrees to maintain all records (supported by invoices, menus, production records, receipts, etc.) that the Institution needs to meet its responsibilities under the Regulations. The contractor shall submit to the Institution daily delivery reports and other records upon request. These records shall be available for inspection and audit by representatives of the Institution, the State Agency, USDA, and the US Government Accounting Office at any reasonable time and place up to three years from the day of receipt of final payment, or until final resolution of any audits.

Payment shall not be made for meals that do not meet requirements of 7CFR Part 226.20 of the regulations, are spoiled or unwholesome at the time of delivery, are delivered outside of agreed upon delivery time, or do not otherwise meet the requirements of the Agreement. Payment for food delivered is due and payable to the contractor by the following specified terms\_\_\_\_\_.

The Contractor agrees to utilize any donated commodities received by the Institution only for the Food Service Program of the Institution.

Contracts exceeding \$10,000:

Must contain a provision requiring compliance with Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

Contracts exceeding \$50,000:

Must be obtained through competitive bidding procedures. Conditions where negotiated procurement are acceptable may be obtained from the Office of Education.

This Agreement may be terminated by either party upon \_\_\_\_\_ days written notification. The conditions set forth by the contract may be terminated for default as well as, circumstances beyond the Contractor..

This Agreement is hereby executed by the following parties as of the date indicated below:

_____ Contractor Signature	_____ Title	_____ Date
_____ Institution Signature	_____ Title	_____ Date
_____ State Agency Approval	_____ Title	_____ Date